



January 25, 2024

Kateryna Panova
Rubic, LLC
[REDACTED]

Via Email Only

Re: Engagement as Counsel

Dear Kateryna:

Thank you for retaining Slater Legal PLLC (the “firm”) to represent you in connection with the lawsuit pending against you and Rubic, LLC (collectively, “you” or “your”) in the Nineteenth Judicial Circuit in and for Martin County, Fla., styled *Aleksey Tovarian v. Kateryna Panova et al.*, Case No. 23-CA-1535 (the “Action”). The firm is thrilled to help you.

The purpose of this letter is to confirm our engagement as counsel and to provide you certain information concerning our fees, billing, and collection policies, and other terms that will govern our relationship. Below you will find Slater Legal’s standard terms. Please review the terms and let me know if you have any questions concerning our policies.

I will be primarily responsible for your representation in connection with the Services, which will be provided at my hourly rate of \$500. Any associates assisting me will be billed at \$225 per hour, paralegals at \$125 per hour, and law clerks at \$85 per hour.

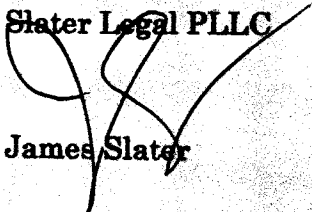
We generally have a policy of requiring an advance fee deposit—also known as a retainer—to be maintained in our firm’s trust account. Because we are representing you in another matter for which you are providing a retainer, we will agree not to implement an initial retainer at this time. However, we may ask you to provide a retainer in the future, and you agree that the circumstances of our representation in the Action may warrant that. If we have a retainer in place, we will credit portions of the deposit at appropriate times, typically to each bill as they become due. In other words, we will credit invoices from the retainer as they become due, and you will be expected to replenish the retainer as it becomes exhausted. At the end of the matter, the retainer may be used to pay the final invoice. You may pay the advance fee deposit by check, wire transfer, or credit card. If you agree to pay the retainer by credit card, you understand that the retainer amount will be reduced by our payment processor’s fees (usually around 3%), and such total received amount will be reflected as the retainer amount. For credit card payments,

we will circulate a payment link for your convenience. For wire payments, our wire instructions are:

Company Name: Slater Legal PLLC
Bank: Chase Bank
Account Name: Slater Legal PLLC IOLTA Trust Account
ABA/Routing No.: [REDACTED] (wire only)
Account No.: [REDACTED]

As the Action is brought against both the company and owner, I must also let you know that sometimes a conflict of interest can arise between a company and its employees and personnel. An example of a conflict would be if you had information that would support your personal case, but could hurt the case of Rubic, LLC. If you believe there is any conflict of interest between you as an individual and your position with Rubic, LLC, then please let the firm know immediately. We will need to address any conflict as soon as possible and determine whether the conflict is waivable or precludes our representation of both you individually and the company.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter. We appreciate your confidence in selecting us and look forward to working with you.

Sincerely,
Slater Legal PLLC

James Slater

Approved by:


Kateryna Panova

Rubic, LLC

By: 
Kateryna Panova, Owner

TERMS OF ENGAGEMENT

We appreciate your decision to retain Slater Legal PLLC as your legal counsel. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. You will not rely on us for business, investment, or accounting decisions.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This obligation and the privilege for attorney-client communications exist to encourage candid and complete communication between client and lawyer. We can perform truly beneficial services for our client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our relationship will rest on mutual confidence and open communication that will facilitate our effective representation of your interests. You should be aware that when we represent a corporation or other entity, our attorney-client relationship is with the entity itself and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity alone, and no conflict of interest will be asserted by you because we represent persons whose interests may be adverse to individuals or organizations that have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation must be the subject of a separate engagement letter.

Fees and Expenses

If the accompanying letter has not confirmed to you in writing a fee arrangement, our fees will be determined primarily by the time and labor required. However, we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved, the legal skill required to perform the particular assignment, the amount of money involved or at risk and the results obtained, and any time constraints imposed either by you or by the particular circumstances. These

hourly rates will change periodically to reflect increases in our cost of delivering legal service, other economic factors and the evolution of each particular lawyer's ability, experience, and reputation. Any such changes are applied both prospectively and to unbilled time. We record our time in one-tenth hour increments.

In addition to our fees, we expect our clients to defray certain costs during our representation of them. These costs generally are advanced or incurred as a result of postage, photocopying, travel, messenger services, and fees charged by governmental entities for filing, recording, certification and registration. We may request an advance cost deposit if we anticipate that we will be required to incur substantial costs on your behalf. During our representation, it may be appropriate to hire third parties to provide services on your behalf, such as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations we may assume primary responsibility for retaining such service providers. However, you will remain responsible for paying all fees and expenses either directly to the service providers or to us in reimbursement for such expenses.

Billing

We bill periodically throughout our engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. If we represent more than one person with respect to a matter, each person so represented is jointly and severally liable for our fees and expenses with respect to our representation. Our statements contain a concise summary of each matter for which our services are rendered and a fee charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Also, if our statement has not been paid within 45 days from the date of the statement, we may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 45th day after the date of the statement until it is fully paid. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied to the oldest outstanding statement first.

Relationships with Other Clients

Just as our clients would not wish to be precluded from retaining a law firm that competes with Slater Legal, we wish to be able to consider the representation of other persons or entities who may be competitors in your industry or who may have interests potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. During this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your

interests unless and until all ethical conditions are satisfied, including but not limited to any required consents.

Termination

Upon completion of the matter to which this representation applies, or the termination of our relationship, whichever is earlier, the attorney-client relationship will end unless you and we have expressly agreed to continue the relationship with respect to other matters. Of course, we hope that such a continuation will be the case. However, the representation may be terminated by either party at will. The termination of the representation will not end your obligation to pay those fees and expenses incurred prior to the termination. Subject to our obligations under applicable law, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement.

Preservation of Evidence: Third-Party Communications

You must preserve all information, including electronically stored information (ESI) and paper documents, which you maintain, that are relevant to this dispute. The opposing party will be seeking discovery in your possession, custody, and control relevant to this dispute, including, without limitation, emails and other information on your computer systems. Your failure to preserve evidence could result in a wide range of sanctions imposed by the court. We also want to emphasize that you should refrain from communicating about the case, litigation strategies, and anything we have discussed with you during the pendency of the proceedings. All your communications about this dispute are subject to disclosure unless protected by one of several privileges. Your dissemination of any privileged matter to a third-party may result in a waiver of that privilege. Accordingly, it is very important that you refrain from communicating about the case and the subject-matter of our communications and strategy without first discussing the matter with us.

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Your acceptance and signature on the engagement letter shall constitute your acceptance of the above terms and conditions. If any of those terms is unacceptable, please advise us now so that we can resolve any such differences and proceed with a clear, complete, and consistent understanding of our relationship.